71

No. (1)

Supreme Court U.S.
FILED
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OFFICE OF THE CLERK

In The
Supreme Court of the United States

DULAL KANTI GANGULY,

Petitioner,

v.

SWISS AMERICAN SECURITIES, INC.;
CREDIT SUISSE GROUP/PRIVATE BANKING, INC.;
CREDIT SUISSE GROUPE/PRIVATE BANKING, INC.,

Respondents.

ON PETITION FOR WRIT OF CERTIORARI
TO THE UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

PETITION FOR WRIT OF CERTIORARI WITH APPENDIX

Dulal K. Ganguly
Vondellaan 31
NL-6961XD Eerbeek
The Netherlands
+316 2660 7188

Pro Se Petitioner

THE LEX GROUPDC • 1750 K Street N.W. • Suite 475 • Washington, DC 20006
(202) 955-0001 • (800) 815-3791 • Fax: (202) 955-0022 • www.thelexgroupdc.com

Questions Presented

1. Whether it was not a deliberate fraudulent conduct on the part of Credit Suisse Internet Broker and Banker to open an illegal account for me on the September 30, 1999 and order the transfer of my bank account by Bank Lau in Zurich in Switzerland?

2. Was it not wrong to fill in a youtrade application form filled in by youtrade typist for the transfer of my portfolio from Bank Lau to youtrade and was it not a security fraud and violation of SEC's Rule No. 17 of the 1933 and 1934 Act and § 10 and 10(b) and Rule 10b-5 of the 1934 Act?

List of Parties to the Proceeding

The parties to this proceeding are set forth in the Caption on the cover.

Table of Contents

Page

Questions Presented i

List of Parties to the Proceeding ii

Table of Contents iii

Table of Authorities vi

Citation to Opinions Below 1

Jurisdiction and Venue 1

Statutes and Constitutional Provisions 1

Statement of the Case 2

Reasons for Granting the Writ 3

Appendix

Summary Order of
The United States Court of Appeals
For the Second Circuit
entered July 20, 2007 ..... 1a

Transfer Order of
The United States District Court
For the Eastern District of New York
entered July 29, 2004 ..... 5a

Order of Dismissal of
The United States District Court
For the Southern District of New York
entered March, 23, 2005 ..... 8a

Civil Judgment of
The United States District Court
For the Southern District of New York
entered March 23, 2007 ..... 15a

Pro Se Appeal Scheduling Order #1 of
The United States Court of Appeals
For the Second Circuit
entered March 27, 2007 ..... 17a

Letter to
Dulal Kanti Ganguly from
Credit Suisse youtrade
Re: Termination of Account
(English Translation)
dated October 3, 2002
translated September 18, 2003 2

Letter to
Dulal Kanti Ganguly from
Credit Suisse youtrade
Re: Termination of Account
(German Translation)
dated October 3, 2002 ..... 22a

Complaint
filed July 27, 2004 ..... 24a

Letter to
The Clerk of
The United States Court of Appeals
For the Second Circuit from
Dulal Kanti Ganguly
Re: Addendum
dated March 28, 2007 ..... 46a

Table of Authorities

Page(s)

Constitutional Provisions

U.S. CONST. amend. VII 1, 2

Statutes

28 U.S.C. § 1254(1) 1

28 U.S.C. § 1332 1

28 U.S.C. § 1350 3

42 U.S.C. § 3010 ..... 1, 2, 3

Other Authorities

H.R. 4993 § 2201 ..... 1, 2, 3

Securities Exchange Act of 1934 § 10 i

Securities Exchange Act of 1934 § 10(b) ..... i, 2

Petition for Writ of Certiorari

Petitioner Dulal Kanti Ganguly hereby respectfully petitions for a writ of certiorari to review the judgment of the United States Court of Appeals for the Second Circuit in New York, Docket No. 05-4351-cv (Ganguly v. Swiss American Securities Inc. and Credit Suisse Private Banking).

Citation to Opinions Below

The 2nd Circuit Court of Appeals Summary Order is unpublished and attached as App. 1a, entered July 20, 2007. The U.S. District Court for the Southern District of New York Order of Dismissal is attached as App. 8a, entered March 23, 2005.

Jurisdiction and Venue

The 2nd Circuit Court of appeals Summary Order is unpublished and attached as App. 1a, entered July 20, 2007. The issue of Jurisdiction is based on diversity of Nationality pursuant to 28 U.S.C. § 1332 as justified by District Magistrate Judge Honorable Ms. Luis Bloom (App. 5a). Jurisdiction of the Supreme Court is invoked pursuant to 28 U.S.C. § 1254(1).

Statutes and Constitutional Provisions

The Elder Justice Act 42 U.S.C. § 3010, *See* HR 4993 § 2201 which has been added to the Social Security Law to protect elderly. The Statute of my

claim is based on the U.S. Constitution amendment VII:

Annotation:

> In suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury, shall be otherwise reexamined in any court of the United States, than according to the rules of the common law.

Statement of the Case

The Federal District Court for The Southern District Of New York had overlooked the fact that Credit Suisse youtrade account was an illegal act deliberately foiled and executed by the Credit Suisse Group as exhibited in their letter of October 3, 2002 mailed to my address in the Netherlands. Enclosed is the copy of this letter in both German and English languages. (App. 20a). This is a Banking Fraud which is against the SEC Act § 10(b) a criminal conduct. This is also against the Elder Justice Act 42 U.S.C. § 3010; H.R. 4993 § 2201. The Credit Suisse youtrade had opened the undisclosed youtrade account for me on September 30, 1999 and had ordered my Bank Assets with Bank Lau in Zurich to be transferred to their illegally opened Bank Account amounting to deliberate bank Fraud in violation of SEC § 10(b). Me and my German wife's hard earned savings of forty-five years was meant to supplement my very low Dutch Pension

Benefits. This criminal conduct of the authorities is based of racial atrocities as it had been the Dogma of Colonialists. U.S. is a Pluralistic Constitutional Democracy governed by the rule of law. I therefore request the honourable Clerk and the Honorable Panel of Judges to deny defendants criminal confiscation of our hard earned Pension Savings and impose severe punitive fine on the Defendants. My final asset value in July 2000 was over one Million Dollars, who the Defendants had demanded was the minimum to set up and run a Credit Suisse Pension Trust. I and my German wife had trusted the advice of their investment advisors without realizing that we were foiled into a fraud scheme of the Credit Suisse Group.

Reasons for Granting the Writ

My claim is based on common law principles of liability for fraaudulant and deceitful conduct; and on the Alien Tort Claim Act, 28 U.S.C. § 1350, which grants U.S. Courts jurisdiction over certain violations of International Law, regardless of where they occur and also based on recent Elder Justice Act 42 U.S.C § 3010, H.R. 4993 § 2201 which has been added to the Social Security Law to protect Elderly from abuse, neglect and financial exploitation through fraudulent conduct and misrepresentation propelled by human greed in Bankers and Brokers. I am a person holding U.S. Green Card got through my mother who is a permanent resident of U.S.A. and nearly all of my brother and sisters are of U.S. Nationality for which reason I wanted to set up a Pension Trust in the U.S.A. Enclosed please find the two pages of the verdict given by the U.S. District Court Eastern District of New York,

regarding the issue of jurisdiction given by the United State Magistrate Judge, Ms. Luis Bloom on August 05, 2004 (App. 5a). I took civil action against Defendents for setting up of an illegal youtrade Internet Bank Account and for this injust and unlawful conduct. (App. 24a). Opening a Swiss Internet youtrade account for me in Switzerland as a citizen and permanent resident of The Netherlands was an act of Felony as this act had caused abuse, neglect and financial exploitation of my Pension Savings of 45 years of hard work. The "youtrade" account was set up on the September 18, 1999. I had my Bank assets with the Bank Lau A.G. with account No. 0065-883664 which was not an Inter Net Banking Account. Through this account I could pay Doctors bills and Diabetes specialists bills and Hotels. This money saved from my job as a Management Executive to pay from my account for over seas treatment of Retinopathy as I was then suffering from severe Diabetes Complication. Bank Lau was knowledgable about the fact that in my country of origin, India we are educated in English so our medium of communication is English, and nobody communicates in German language. Credit Suisse advisors contacted me repeatedly and told me I was paying very high Bank commission to the Bank Lau and they have a cheaper and better alternative in their BANK to do banking through their Inter Net platform called "youtrade". In fact youtrade was 100% owned by Credit Suisse but charges about 30% of the commission charged by Bank Lau. Youtrade was created by the Credit Suisse Bank to provide Brokerage and Banking services to solely to their Domestic Swiss customers in their Domestic German language. The Bank Staff members did not disclose this fact at the time of setting up the illegal youtrade Bank account. Only after the transfer of my

assets from the Bank Lau, I found out that the documents sent to me were in German language and were not original copies but photocopies of some fake internal Bank transactions. This change of language from English to German medium Documents creation got them equipped for fraud and deceitful conduct to expropreate my hard earned Pension Savings. In their Account Opening Form of youtrade it is written in their German language that I cannot withdraw any cash money from my youtrade account like I was able to do in a normal bank like Bank Lau. So, once I had transferred my assets from Bank Lau to Credit Suisses I was totally in their hand. Their argument was my securities were all of U.S. Shares and Certificates therefore they are with the Swiss American Securities Inc. in New York. Then it became clear that I became a victim of Banking Fraud and my dream of Pension Trust was blown in the wind. But, I was told that Swiss American Securities Inc. will need at least one Million Dollar in my account to install the Pension Trust as please see the English translation of the fake documents in their German language. In July and August of 2000 the account value rose above the one Million Dollar but their was no response from the Credit Suisse Banking Group as they told me that the person responsible for my account was in Summer holiday, so I shall have to wait till this bank advisor return from holidays and get involved with the formalities of the Pension Trust. The Bank did not disclose the fact that they had opened an illegal account for me on the September 18, 1999 for which reason they cannot set up a Pension Trust for me. Only after my bank account got decimated due to the severe correction in Wall Street, the bank wrote to me on the October 3, 2002 as followed:

> For legal reasons, youtrade, being the online broker of CREDIT SUISSE, is not allowed to enter or to conduct business relationship with customers who are residents of the Netherlands. (App. 20a)

The account opening from September 18, 1999 filled in by the bank Staff member from my Netherlands Passport show that the Credit Suisse Bank was aware of this fact that I live in the Netherlands and I hold the Netherlands nationality. This proves that the Credit Suisse Bank Group was aware of the fact that I am non resident of Switzerland so I can not have a youtrade account. As an Elderly petitioner, I request your High Office to demonstrate the power of the rule of law to discipline the boundless greed of Brokers and Bankers to abuse neglect and financially exploit Elderly of foreign origin and Culture. Thanking you in advance.

Yours Most Truly,

D.K.Ganguly
Vondellaan 31
NL-6961XD Eerbeek
The Netherlands

Pro Se Petitioner

Table of Contents

Appendix Page

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entered July 20, 2007 ..... 1a

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The United States District Court
For the Eastern District of New York
entered July 29, 2004 ..... 5a

Order of Dismissal of
The United States District Court
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05-4351-cv
Ganguly Swiss Am. Secs, Inc.

UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

SUMMARY ORDER

RULINGS BY SUMMARY ORDER DO NOT HAVE PRECEDENTIAL EFFECT. CITATION TO SUMMARY ORDERS FILED AFTER JANUARY 1, 2007, IS PERMITTED AND IS GOVERNED BY THIS COURT'S LOCAL RULE 32.1 AND FEDERAL RULE OF APPELLATE PROCEDURE 32.1. IN A BRIEF OR OTHER PAPER IN WHICH A LITIGANT CITES A SUMMARY ORDER, IN EACH PARAGRAPH IN WHICH A CITATION APPEARS, AT LEAST ONE CITATION MUST EITHER BE TO THE FEDERAL APPENDIX OR BE ACCOMPANIED BY THE NOTATION: "(SUMMARY ORDER)." A PARTY CITING A SUMMARY ORDER MUST SERVE A COPY OF THAT SUMMARY ORDER TOGETHER WITH THE PAPER IN WHICH THE SUMMARY ORDER IS CITED ON ANY PARTY NOT REPRESENTED BY COUNSEL UNLESS THE SUMMARY ORDER IS AVAILABLE IN AN ELECTRONIC DATABASE WHICH PUBLICLY ACCESSIBLE WITHOUT PAYMENT OF FEE (SUCH AS THE DATABASE AVAILABLE AT HTTP://WWW.CA2.USCOURTS.GOV/). IF NO COPY IS SERVED BY REASON OF THE AVAILABILITY OF THE ORDER ON SUCH A DATABASE, THE CITATION MUST INCLUDE REFERENCE TO

THAT DATABASE AND THE DOCKET NUMBER OF THE CASE IN WHICH THE ORDER WAS ENTERED.

At a stated Term of the United States Court of Appeals for the Second Circuit, held at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, in the City of New York, on the 20th day of July, two thousand and seven.

Present: ROSEMARY S. POOLER
BARRINGTON D. PARKER,
RICHARD C. WESLEY,
Circuit Judges,

DULAL KANTI GANGULY

Plaintiff-Appellant,

-v- (05-4351-cv)

SWISS AMERICAN SECURITIES, INC., CREDIT SUISSE GROUP/PRIVATE BANKING, INC., and CREDIT SUISSE GROUPE/PRIVATE,*

Defendants-Appellees.

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* The Clerk is directed to conform the official caption to the caption on this order.

Appearing for Appellant: Dulal Kanti Ganguly, pro se, Eerbeek, Netherlands.

Appearing for Appellees: Allan N. Taffet, Joshua C. Klein, Duval & Stachenfeld LLP, New York, NY.

Appeal from the United States District Court for the Southern District of New York (Mukasey, C.J.).

ON CONSIDERATION WHEREOF, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the judgment of said District Court be and it hereby is **AFFIRMED**.

Dulal Kangi Ganguly appeals a judgment of the district court dismissing his complaint for lack of subject matter jurisdiction. We assume the parties' familiarity with the facts, proceedings below, and specification of appellate issues.

The district court correctly concluded that Ganguly failed to establish either federal question jurisdiction or diversity jurisdiction. See 28 U.S.C. §§ 1331 and 1332; see also Sosa v. Alvarez-Machain, 542 U.S. 692, 732 (2004) (holding that "federal courts should not recognize private claims under federal common law [and thus under the Alien Tort Claims Act] for violations of any international law norm with less definite content and acceptance among civilized nations than the historical paradigms familiar when [28 U.S.C.] § 1350 was enacted"); Itoba Ltd. v. Lep Group PLC, 54 F.3d 118, 121-25 (2d Cir. 1995) (describing conduct and effect

tests for exercising jurisdiction over a transnational securities fraud claim); Int'l Shipping Co., S.A. v. Hydra Offshore, Inc., 388, 391 (2d Cir. 1989) (holding that diversity jurisdiction does not exist "where aliens appear on both sides of a case"); Alfred Dunhill Ltd.v. Interstate Cigar Co., 499 F.2d 232, 237 (2d Cir. 1974) (holding that only the Federal Trade Commission has standing to enforce 15 U.S.C. § 45 (a)).

We, therefore, affirm the judgment of the district court. Further, we deny as moot Ganguly's motion to change the district court's designation of his lawsuit as a civil rights action.

FOR THE COURT:
Catherine O'Hagan Wolfe, Clerk
By:

/s/

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
----------x

DULAL KANTI GANGULY,

Plaintiff,

-against- **TRANSFER ORDER**

SWISS AMERICAN SECURITIES, INC.; and CREDIT SUISSE GROUP/PRIVATE BANKING, INC.,

Defendants.
----------x

BLOOM United States Magistrate Judge:

Plaintiff Dulal Kanti Ganguly, a resident of the Netherlands, brings this action *pro se* pursuant to 28 U.S.C. § 1332 alleging improprieties in connection with a pension trust account held by defendants, who have offices located in New York County. Plaintiff has paid the requisite filing fee to bring this action. This case shall be transferred to the United States District Court for the Southern District of New York for the Following for the following reason.

The Relevant venue provision is found at 28 U.S.C. § 1391(a) which provides that:

> A civil action wherein jurisdiction is founded solely on diversity of

> citizenship may, except as otherwise provided by law, be brought only in (1) a judicial district where any defendant resides, if all defendants reside in the same State, [or] (2) a judicial district in which a substantial part of the events or omissions giving rise to the claim occurred, or a substantial part of property that is subject of the action is situated, or (3) a judicial district in which any defendant is subject to personal jurisdiction at the time the action is commenced, if there is no district in which the action may otherwise be brought.

28 U.S.C. § 1391 (a).

Since the defendants in this action are located in New York County, the United States District Court for the Eastern District of New York is not the appropriate court in which to file this action. If an action is filed in the wrong district court, a court "shall dismiss, or if it be in the interest of justice, transfer such case to any district or division in which it could have been brought." 28 U.S.C. § 1406(a).

Accordingly, in the interest of justice, the Clerk of Court is hereby directed to transfer this case to the United States District Court for the Southern District of New York. 28 U.S.C. § 112(b). The Court offers no opinion on the merits of the action. That provision of local Rule 83.1 which

requires a five day stay is hereby waived. A summons shall not issue from this Court.

SO ORDERED.

/s/
LOIS BLOOM
United States Magistrate Judge

Dated: Brooklyn, New York
July 29, 2004

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

---x

DULAL KANTI GANGULY,

Plaintiff,

-against-

SWISS AMERICAN SECURITIES, INC.; CREDIT SUISSE GROUP/PRIVATE BANKING, INC.,

Defendants.

---x

DULAL KANTI GANGULY,

Plaintiff,

-against-

SWISS AMERICAN SECURITIES, INC.; CREDIT SUISSE GROUP/PRIVATE BANKING, INC.,

Defendants.

---X

ORDER OF DISMISSAL

Plaintiff, domiciled in the Netherlands and temporarily residing in California, brings these two actions *pro se* invoking the Court's federal question

and diversity jurisdiction. Plaintiff's claims arise out of alleged fraud relating to his financial dealings with defendants.[1] Plaintiff has paid the requisite filing fee for this action. See Ganguly v. Swiss American Sec. Inc., No. 04 Civ. 3200 (NGG)(LB) (E.D.N.Y. July 29, 2004). For the reasons set forth below, plaintiffs complaints are consolidated for purposes of this order and are dismissed for failure to establish subject matter jurisdiction.

The subject matter jurisdiction of the federal district courts is limited and is set forth generally in 28 U.S.C. §§ 1331 and 1332. Under these statutes, federal jurisdiction is available only when a "federal question" is presented (§ 1331) or when plaintiff and defendant are of diverse citizenship and the amount in question exceeds $75,000 (§ 1332). "It is common ground that in our federal system of limited jurisdiction any party or the court *sua sponte*, at any stage of the proceedings, may raise the question of whether the court has subject matter jurisdiction." United Food & Commercial Workers Union, Local 919 AFL-CIO v. CenterMark Properties Meriden Square, Inc., 30 F.3d 298, 301 (2d Cir. 1994) (quoting Manway Constr. Co. v. Housing Auth. Of Hartford, 711 F.2d 501, 503 (2d Cir. 1983)). Moreover, "[w]here jurisdiction is lacking,...dismissal is mandatory." Id.; see also Fed. R. Civ. P. 12(b)(1) and 12(h)(3).

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[1] Plaintiff filed a complaint in the United States District Court for the Eastern District of New York in July 2004 and that case was transferred to this Court. After the case was transferred, but before it received a docket number in this Court, plaintiff filed a second action in this Court, again paying the filing fee.

FEDERAL QUESTION JURISDICTION

Insofar as plaintiff seeks to assert a claim under the Alien Tort Claims Act ("ATCA"), 28 U.S.C. § 1350 et seq., this Act permits an alien to assert a cause of action in federal district court for a tort committed in violation of a treaty of the United States or "the law of nations". Flores v. Southern Peru Copper Corp., 343 F.3d 140, 153-54 (2d Cir. 2003). Unless the complaint adequately pleads a violation of the law of nations (or treaty of the United States), there is no federal subject matter jurisdiction under the ATCA. Kadic v. karadzic, 70 F.3d 232, 238 (2d. Cir. 1995). Because the ATCA requires that plaintiffs plead a "violation of the law of nations" at the jurisdictional threshold, this statute requires a more searching review of the merits to establish jurisdiction than is required under the more flexible "arising under" formula of section 1331. Id. (citing Filartiga v. Pena-Irala, 630 F.2d 876, 887-88 (2d Cir. 1980).

Plaintiff's allegations that defendants' activities involving his financial matters constitute "egregious human rights violation [sic] and destruction of Alien right to economic freedom amounting to forced labour and servitude and mental torture," fail to adequately plead a claim under the ATCA since plaintiff fails to allege facts indicating a violation of the law of nations or a treaty of the United States.

Moreover, plaintiff's claim does not fall within the limited class of cases in which this Circuit has recognized a right of action under the ATCA against

a private actor rather than a foreign sovereign. Plaintiff asserts a claim under the ATCA against Swiss American Securities, Inc. and Credit Suisse Group, both private actors. The Second Circuit held in Kadic, 70 F.3d at 239-41, that "ATCA claims may sometimes be brought against private actors." However, its holding was limited to "certain activities {that} are of 'universal concern' and therefore constitute violations of customary international law not only when they are committed by state actors, but also when the are committed by private individuals." Id. In particular, the Circuit held that "piracy, slave trading, war crimes, and genocide violate customary international law regardless of whether they are undertaken by state or private actors..." Id. This Court finds no basis in the existing case law for holding that conduct related to individual financial matters is this type of activity that is of "universal concern" when conducted by private actors. For all of these reasons, plaintiff's claims under the ATCA are therefore dismissed. See Fed. R. Civ. P. 12(b)(1).

With regard to plaintiff's passing allegation that defendants Credit Suisse Group and Swiss American Securities, Inc. have violated the Federal Tort Claims Act, the claim is dismissed. The Federal Tort Claims Act is only available with respect to claims "against the United States," 28 U.S.C. § 1346, and is not applicable to a suit between private actors. Plaintiff's allegations therefore cannot sustain a claim under the Federal Tort Claims Act. See Fed. R. Civ. P. 12(b)(1).

Plaintiff's reliance on 15 U.S.C. § 45 as a basis for federal subject matter jurisdiction is also misplaced. This statute empowers the Federal Trade Commission ("FTC") to initiate proceedings against corporations allegedly involved in unfair competition, with review available in the United States Court of Appeals. See 15 U.S.C. § 45 *et seq.* By its plain terms, this statute does not provide for original jurisdiction in the district court nor for a private right of action by an individual plaintiff. Id. Accordingly, plaintiff's claims under 15 U.S.C. § 45 are dismissed. See Fed. R. Civ. P. 12(b)(1).

In sum, having concluded that plaintiff fails to state a claim under the ATCA, FTCA or 15 U.S.C. § 45, and finding no other basis to assert this Court's federal question jurisdiction despite a liberal reading of the pro se plaintiff's allegations, Haines v. Kerner, 404 U.S. 519 (1972), I conclude that plaintiff cannot invoke this Court's federal question jurisdiction, 28 U.S.C. § 1331.

DIVERSITY JURISDICITION

It is well established that "the presence of aliens on two sides of the case destroys diversity jurisdiction." Corporaction Venezolana de Fomento v. Vintero Sales Corp., 629 F.2d 786, 790 (2d Cir. 1980) (citing IIT v. Vencap, Ltd., 519 F.2d 1001, 1015 (2d Cir. 1975); see also Hercules, Inc. v. Dynamic Export Corp., 71 F.R.D. 101 (S.D.N.Y. 1976). In the case at bar, plaintiff alleges that he is a permanent resident of the Netherlands and is located in California only temporarily for medical

treatment. Plaintiff is therefore an alien with the meaning of § 1332.

Plaintiff further alleges that defendant Credit Suisse Group has its principal place of business in Zurich, Switzerland. Although plaintiff alleges that Credit Suisse Group has a "U.S. base in New York and Boston," and is "a member of the New York Stock exchange," he fails to allege that Credit Suisse Group is incorporated in New York state, or even that any of the actions complained of involved the New York office. Courts in this Circuit have held that even assuming Section 1332(c) is applicable to foreign corporations, "it cannot be read to deem such a corporation a citizen of *either* the jurisdiction in which it is incorporated *or* the state in which it has its principal place of business, whichever it may choose. The statute creates a principle of *dual* citizenship, not one of alternate citizenship." Hercules, Inc. v. Dynamic Export Corp., 71 F.R.D. 101, 107 (S.D.N.Y. 1976) (emphasis added). Thus, whether or not Credit Suisse Group is additionally a citizen of New York, it is clearly a citizen of Switzerland and such is an alien corporation destroying complete diversity under 28 U.S.C. § 1332.

CONCLUSION

According these *pro se* complaints the close sympathetic reading to which they are entitled, Haines v. Kerner, 404 U.S. 519, 520-21 (1972) (per curiam), they reveal no basis for the exercise of subject matter jurisdiction over plaintiff's suits. FW/PBS, Inc. v. City of Dallas, 493 U.S. 215, 231

(1990) (the Court has an independent duty to examine the basis for jurisdiction); Fed. R. Civ. P. 12(h)(3) ("Whenever it appears by suggestion of the parties or otherwise that the court lacks jurisdiction of the subject matter, the court shall dismiss the action.").

Accordingly, the complaints are dismissed for failure to state a claim over which the Court has subject matter jurisdiction. Fed R. Civ. P. 12(b)(1) and 12(h)(3). I certify under 28 U.S.C. § 1915(a) that any appeal from this order would not be taken in good faith. See Coppedge v. United States, 369 U.S. 438, 444-45 (1962).

SO ORDERED

/s/
MICHAEL B. MUKASEY
Chief Judge

Dated: March 23, 2005
New York, New York

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

DULAL KANTI GANGULY,

Plaintiff, CIVIL JUDGMENT

-against-

SWISS AMERICAN SECURITIES, INC.;
CREDIT SUISSE GROUP/PRIVATE,
BANKING INC.,

Defendants

DULAL KANTI GANGULY,

Plaintiff,

-against-

SWISS AMERICAN SECURITIES, INC.;
CREDIT SUISSE GROUP/PRIVATE,
BANKING INC.,

Defendants

Pursuant to the order issued March 23, 2005 by the Honorable Michael B. Mukasey, Chief Judge, dismissing the two complaints pursuant to Fed. R. Civ. P. (b)(1) and 12(h)(3), it is,

ORDERED, ADJUDGED AND DECREED: That the complaints be and are hereby dismissed.

Fed. R. Civ. P. 12(b)(1) and 12(h)(3). I certify pursuant to 28 U.S.C. § 1915 (a)(3) that any appeal from the Court's order would not be taken in good faith.

/s/
MICHAEL B. MUKASEY
Chief Judge

Dated: March 23, 2005
New York, New York

THIS DOCUMENT WAS ENTERED ON THE DOCKET ON 4/4/05

UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT
THURGOOD MARSHALL U.S. COURTHOUSE
40 FOLEY SQUARE
NEW YORK 10007

Thomas Asreen
CLERK

Date:	3/27/07
Docket Number:	05-4351-cv
Short Title:	Ganguly v. Swiss American Securities, Inc.
DC Docket Number:	05-cv-3099
DC:	SDNY (NEW YORK CITY)
DC Judge:	Honorable Michael Mukasey

PRO SE APPEAL SCHEDULING
ORDER # 1
MAKE ALL TELEPHONE INQUIRES
TO (212) 857 – 8526

Noting that *appellant* has filed a notice of appeal, *pro se*:

IT IS HEREBY ORDERED that the district court shall be responsible for filing the record on appeal on or before N/A.

IT IS FURTHER ORDERED that appellant's brief and appendix, which shall be filed in typewritten form, shall be served and filed on or before 4/26/2007. If appellant's brief does not exceed ten (10) pages, it shall be filed in memorandum form.

IT IS FURTHER ORDERED that the appellee's brief shall be served and filed on or before 05/28/2007. If the appellee's brief does not exceed 10 pages, it shall be filed in memorandum form.

IT IS FURTHER ORDERED that 10 copies of each brief, memorandum or appendix shall be filed with the Clerk.

IT IS FURTHER ORDERED that the appellee may, without further order of the court, file 10 copies of an appendix to its brief, or 10 copies of attached to its memorandum.

IT IS FURTHER ORDERED that the argument of the appeal may be heard as early as the week of 07/09/2007. All counsel should immediately advise the Clerk by letter of the dates thereafter that they are unavailable for oral argument. The time and place of oral argument may be separately noticed by the Clerk to counsel.

IT IS FURTHER ORDERED that in the event of default by appellant in timely filing the record on appeal, or the appellant's brief and appendix, or memorandum and appendix, or upon default by appellant regarding any other provision of this order, the appeal may be dismissed forthwith without further notice.

IT IS FURTHER ORDERED that if the appellee fails to file a brief or memorandum within the time directed by this order, the appellee may be subject to such sanctions as the court may deem appropriate.

Dated: 3/27/2007

By: /s/
Lynette Rodriguez
Deputy Clerk, USCA

CERTIFIED TRANSLATION FROM
THE GERMAN LANGUAGE
Translator's Notes in Parentheses [ ] or Footnotes[1]

[Logo of Credit Suisse]

Credit Suisse
youtrade
Tel.: 0848 80 70 51
Fax: 01/657 37 89

P.O. Box 5611
8070 Zurich

Youtrade

RECORDED DELIVERY
Mr
Dulal Kanti Ganguly
Vandellaan 31
NL-6961 XD Eerbeek/Brummen

October 3, 2002 BGTY 111/much

Termination of Account

Dear Mr. Ganguly

For legal reasons, youtrade, being the online-broker of CREDIT SUISSE, is not allowed to enter or to conduct business relationships with customers who are residents in the Netherlands.

We therefore ask you to submit the enclosed closing instructions no later than October 31, 2002 to enable us to transfer the credit balance to the account of your choice. The closing statements will be sent by separate post.

We would also ask you too ensure that no further credits are posted to your accounts. Please also return your SecurID card in the enclosed self-addressed envelope. Thank you very much for your efforts.

Kind regards,

CREDIT SUISSE
Youtrade

[Illegible signature]
Carine Delaloye

[Illegible signature]
Noureddine Bakhl

[1]In my capacity as duly certified translator of the English language for the courts and notaries of the State of Hesse in the Federal Republic of Germany I hereby certify that above to be a true and correct translation of the oriniginal German document presented to me and a copy of which is attached hereto.

Wiesbaden, this 18th Day of September 2003

/s/
Translator

[Logo of Credit Suisse]

Credit Suisse
youtrade Telefon: 0848 80 70 51
TeleFax: 01/657 37 89

Postfach 5611
8070 Zurich

Youtrade

EINSCHREIBEN
Herr
Dulal Kanti Ganguly
Vandellaan 31
NL-6961 XD Eerbeek/Brummen

03. Oktober 2002 BGTY 111/much

Kuendigung der Kontobeziehung

Sehr geehrter Herr Ganguly

Aus rechtlichen Gruenden ist es youtrade als Online-Broker der CREDIT SUISSE nicht gestattet, Geschaettsbeziehungen mit Kunden zu eroeffnen oder zu unterhalten, welche ihre Domizil in den Niederlanden haben.

Wir ersuchen Sie deshalb, uns bis spaetestens **31. Oktober 2002** den beigelegten Saldierungsauftrag zuzustellen, damit wir Ihnen den Habensaldo auf ein Bankkonto Ihrer Wahl ueberweisen koennen. Die Saldierungsbelege erhalten Sie mit separater Post.

Weiter bitten wir Sir dafuer besorgt zu sein, dass keine Kontoeingaenge mehr auf Ihre Konto erfolgen. Senden Sie uns bitte auch die SecurID-Karte mit

beigelegtem Rueckantwortcouvert zurueck. Besten Dank fuer Ihre Bemuehungen.

Freundliche Gruesse,

CREDIT SUISSE
Youtrade

[/s/] [/s/]
Carine Delaloye Noureddine Bakhl

Mr. Robert G. Heinemann, Clerk of the United States District Court of NYED
United States District Court for Eastern District of New York
Pro Se Office at the U.S. Courthouse
225 Cadman Plaza East; Brooklyn, New York 11201
July 05, 2004

Complaint – Plaintiff demands trial by Jury only
Plaintiff – Dulal Kanti Ganguly
Defendants – Swiss American Securities Inc.
12 East, 49 Street; New York,
NY. 10017

and

Credit Suisse Group / Private Banking Inc.
12 East, 49th Street (48 Floor); New York 4903,
NY. 10017

or

Credit Suisse Group,/ Private Banking Inc.
Paradeplatz – 1, P.O. Box – 1; CH=8070
Zurich, Switzerland

Honorable Judge,

My claim is based on common law principles of liability and on the Alien Tort Claims Act, 28 U.S.C. # 1350, which grants U.S. Courts jurisdiction over certain violation of International Law, regardless of where they occur. This statute has been used by foreign Plaintiffs to sue for torts that

also constitute egregious human rights violation and destruction of Alien right to economic freedom amounting to forced labour and servitude and mental torture through the atrocities of a scheme of deliberate Banking Fraud by the Defendants. Defendants are liable for aiding and abetting a scheme to seize our hard earned Pension saving, by means of deceit, pretense of (Investment) comprehensive advice, promises to set up a viable Pension Trust. This Courts Jurisdiction is also invoked due to the Diversity of Citizenship 28 U.S.C. # 1332 (a)(2).

Bank fraud is a Federal Crime that makes illegal to carry out or attempt to carry out a scheme of reckless confiscation plan by misleading alien to trust their savings or funds to culpable Sales Staffs of a financial institution or a Bank like Credit Suisse. This Bank had executed a systematic pattern of institutionalized Banking practice of racial disenfranchisement and criminal domination and exploitation of our Pension Savings (alien assets) amounting to forced labour and degrading treatment. My complaint to your High Office seeks an effective and adequate remedy from Defendants which had aided and abetted severe violation of the International Law of the Nations.

I was born in British India on November 10, 1939. In August, 1961 I came to Germany to work with Siemens Corporation after

completing my B.Sc. Degree. In 1964, I got married to a trust worthy and charming German Lady and together we decided to live in Europe as my wife found it impossible to live in the country of my origin because of lack of opportunity and socio-economic welfare for our children. In 1966, we came to the Netherlands as I got a good Job with a Dutch-American Paper Company. **In 1965, we left Germany permanently and since 1971, we became permanent resident of The Netherlands with our permanent address as follows – Dulal Kanti Ganguly –**
Vondellaan – 31
6961 XD Eerbeek
Netherlands.

This house at this address is our family property so I did not change my Domicile ever since 1971. **In 1986, I took the Netherlands Nationality but my German wife retained her German Nationality as she felt more secured within her own community enjoying the privileges by her birth rights**. She was regularly depositing our Pension Savings in a big German Bank with the intention to set up a Pension Trust as the mandatory State Pension in the Netherlands is very low and we were not sure how long I will have employment opportunity as immigrant from foreign culture. Since, 1971 I have been working as a management executive in the paper and pulp industry in Germany, France, and in The Netherlands but as a Technologist in Management I have used English as my medium of communication. In December, 1988 unfortunately my wife died of cancer within a very short period due to ineffective

and fake medical treatment done by inexperienced medical students which is very common in the Netherlands to save medical insurance costs. We had a Testament made by a Notary that all of our joint family assets will be retained by the long living partner so that we are not forced to sell our house or other assets. Unfortunately, the German Bank where my wife deposited our Pension Savings had confiscated my wife's bank account with the argument that as an alien of foreign origin I have no legal rights in Germany. But, since 1961, I am living in Europe; ever since 1971, I am a permanent resident of the Netherlands and ever since 1986 I am a citizen of The Netherlands therefore even as an legal immigrant I should have the same rights and obligations as a native European. I then contacted the German Consulate in Amsterdam and handed over our family Testament; my wife's death certificate and the German Bank documents. After two years of legal trial the German Government got an Administrative Court verdict which made me the executor of the Bank account for the purpose of setting up the family Pension Trust. I was unaware of the fact that the big Swiss Banks were good accomplice of the German Holocaust Banks. So, I made the mistake by transferring the hard earned Pension Savings to Credit Suisse Group in Zurich. In 1999 the multi-Billion Dollar law suits by the Holocaust victims against the two big Swiss Banks made then act perversely to exploit criminally our Bank account proving that we were lawless exotic immigrants to fund the three Billion Dollars to pay for their past criminal conducts. The verdict by the United States District Court in New York had imposed on the Credit Swiss Group the criminal

liability of a constant and systematic scheme of racial disenfranchisement of individuals from the Minority community. Unfortunately, by transferring our over 35 years hard earned saving to a Swiss Bank I proved my naive trust and lack of wisdom to comprehend the institutionalized defrauding bank practice of racial and ethnic disenfranchisement by the Holocaust Bankers in Germany and Switzerland. This sort of Banking atrocity 60 years after the Holocaust history is a vivid evidence of total disregard for the Fundamental Human Rights and Freedom also for legal immigrants from far off origin: which has been proclaimed by the U.N. and also by the Council of Europe. **Please refer to the 18 pages of exhibit 1 which includes legal translation of the Credit Suisse documents in their German language.**

Credit Suisse Group with ticker symbol CSR is an international financial advisory service provider including Pension Trust not only from their Head Office in Switzerland but also from their U.S. base in New York and Boston. The address of the Credit Suisse Head Office is as follows-

Credit Suisse Group
Paradeplatz – 8 P.O. Box – 1
CH – 8970 Zurich, Switzerland
Tel. (011) 41.1.2121616

The CSR is a member of the New York Stock Exchange and is registered by the SEC with number – 333-100523. **Please refer to the misleading text of the advertisement made by the Credit**

Suisse Group as displayed in Exhibit 2, page 10. Investment Consulting - It's time for an expert. Credit Suisse Private Banking means that your personal advisor mobilizes the entire resources of the Credit Suisse Group to meet your individual goals. Put a leading international company to work for you and enjoy the outcome. My case history will prove that this advertisement is the climax of deceit, fraud and misleading alien asset procurement method to get financing for the Holocaust settlement with the United State District Court in New York to escape U.S. sanction.

Please refer to the 11 pages of Exhibit 2. The original documents of the Credit Suisse Head Office are in their German native language and enclosed are also the legally certified translation in English from the office of a registered Notary in Germany. On September 30, 1999 I consulted with the investment consultant at the Credit Suisse Head Office in Zurich and told him about our family intention to set up an economically viable Pension Trust. The investment Consultant told me that my saving were not big enough to cover all the annual fixed cost of a Credit Suisse Pension Trust. But, their investment Consultants will help me make enough investment gains so that after a few years when my account value had reached about one and a half Million Swiss Franks then Credit Suisse will set up the Pension Trust in Switzerland. But, for the day I must open a Brokerage Account with their You Trade Branch operation from their Head Office in Zurich. By You Trade I had meet with Ms. Maria Zueger and she took my Netherlands Passport

Number - N14994843 and made a photo copy and filled their You Trade Brokerage Application Form which as also all other documents were in German. I was told that they will later send me an English translation which never had happened. **I had our investment portfolio with the Bank Lau Corporation which Ms. Maria Zueger of You Trade asked me to sign the transfer of account form to be sent to Bank Lau Corp. to transfer Bank Lau Portfolio to my Brokerage Account by You Trade at the Credit Suisse Head Office in Zurich, as shown in Exhibit 1 page 5. But in their letter dated October 3, 2002 Exhibit 1 page 1; You Trade disclosed the Banking fraud that due to the legal ground they are not allowed to enter or to conduct business relationship with customers who are resident in the Netherlands. Our hard earned Pension Saving were destroyed through unlawful criminal and defrauding scheme which Credit Suisse Executives declare as quality management. Here is a prove of large number of Credit Suiss Procurement starrs and culpable top executives were involved in this preempted deception scheme continued as follows. This Bank fraud was not a wrong doing of a single staff but the big part of management was involved so this is a case of Corporate Criminal Liability.**

On October 13, 1999 I got a telephone call from a Credit Suisse Investment Advisor, Mr. Patrick Schmid in Rheinfelden and not from a person in the Head Office in Zurich where I opened my Brokerage Account with You Trade. I got

confused why my account got deported to a village on the German border without my consent. Mr. Schmid did not tell me the true reason but told me that the Bank had set up a Post Box Address for me in Rheinfelden and Mr. Schmid will take care of my bank correspondences which will be posted to that address. Mr. Schmid will translate for me in English and inform me from time to time all about the Brokerage Account performance. So, Credit Suisse Bank created a second domicile for me in the Post Box of Rheinfelden, a village partly belongs to Germany and partly to Switzerland. **So, my second fake domicile was (only until the money was there)**

Dulal Kanti Ganguly
C/O Mr. A Isenring or other staff or manger's name (Credit Suisse Investment Advisor)
Credit Suisse P.O. Box – 661
4310 – Rheinfelden

This is in fact is a criminal domination of our asset. As an alien person I must have the Official permission to set up an address in Switzerland which I did not have. Mr. Schmid gave me appointment to meet him on October 18, 1999 at the Credit Suisse Bank in Rheinfelden, which is about half a day traveling from Netherlands. He had explained to me how I can communicate with him by Phone or by inter-active Internet web site of Credit Suisse. He told me he is my Investment Advisor and chosen the pass-word "Pfeiffen" so that I can trade and watch my porfolio also from California where my mother lives and where I was under going medical treatment for

Diabetic eye sight degeneration called Retinopathy. I had warned Mr. Schmid that on the September 30, 1999 I had transferred my investment portfolio from Bank Lau Corporation to the Brokerage Account at the You Trade in the Credit Suisse Head Office in Zurich which the Management confessed after three years later were an illegal and deceitful and deceptive transaction. Credit Suisse could have only contain secrecy of collective fraudulent conduct only if all the staff members were integral part of racial disenfranchisement satisfying the standards for common law principles of corporations criminal liability. To conceal this fraud scheme our account was deported to their branch in Rheinfelden because of the small number of staff which would have been difficult at the Head Office in Zurich.

Three years later I had asked a Swiss Banker what dose the Pass-word "Pfeiffen" means in English. He told me that it has a very destructive meaning - blow off or forget all about your money transferred to the Bank. The Bank documents I had received from Mr. Schmid were all in German but he had promised to translate them in English and Mail them to my address in The Netherlands which he never did. After his defrauding mission was successfully completed he was replaced by Mr. Isenring from that Bank. Looking back to the first meeting with Mr. Schmid I realized that he was a Banking fraud expert of the Credit Suisse Group which the Bank masked him as an investment expert to win my trust. I did not have any investment in Euro in my investment Portfolio by Bank Lau - I had investment of $300,000/ - in triple A Dollar Bonds

with 7% annual interest and $450,000/ - Blue chip Stocks. Mr. Schmid called me on October 28, 1999 and advised me to invest in Euro currency future in value of Euro 300,000/ - through their Bank without any charge unlike in the New York open market. Then later he will buy Euro Bonds which he expected to reach 7% interest within a year. His first advice had cost me a booking loss of $80,000/ - which created a gain of the same amount by his Bank. So the defrauding mechanism to siphon our hard earned Pension Saving to the Defendant had started to work. **In the 12 pages of Exhibit 3 all of devastation conduct of Mr. Schmid and his advise is documented. In page 1: in my Fax message to Mr. Schmid I had confirmed his cold telephone call of October 28, 1999.** The catch in the Credit Suisse On line Brokerage was that I could not execute any trade orders directly in the Stock Market. This was true; as I had to pass the trading order first by phone or electronically to the Bank and their Brokers will execute the trade at the time of their choice and book the order if the limit price exceeded by at least 5% or else the Bank will cancel the trading order. In other words trading was not transparent in the free market but consisted of internal fixing which is against FTC fair trade rule and Sec's anti-fraud Act of 1934. Credit Suisse Bank's fake on line trade was merely a facade to detain my investment Portfolio to generate huge trading commission and margin interest charge. I call this internal trade banking manipulation and mutation of Stocks in-between thousands of customers as Fake Trading which is also a common law fraud. After completing my medical treatment in California I had returned to

the Netherlands in March, 2000. I received once again cold call from Mr. Schmid to meet him on the March 9, 2000. During that meeting he presented to me for signing a back dated to November 19, 1999 a Margin Lending contract in their German language; which I had refused to sign as he did not send me English translation he had promised to do. With some controversial and disputing argument he told me his big Boss in Zurich needs this contract just as a mere formality. He told me his big Boss may liquidate my investment portfolio any day if I refuse to sign the Margin Lending contract in their German language. This is how Mr. Schmid was black mailing and had forced unwillful signatures in their Bank documents in German language. **This is called Investment Consulting from Credit Suisse which means your personal advisor (Mr. Schmid) mobilizes the entire resources of the Credit Suisse Group to meet your individual goal. (Page 1 - Exhibit 2).** Looking back it would have been better to have refused to sign the back dated Margin Contract and got Black Mailed than to accept forced liquidation of my bank account and terminate all relationship with the Bank. Later I came to know that on February 24, 2000 New York Stock Exchanged had warned all of their members, Banks (CSR; SASI) and Brokers to advise the Public Investor of the great risk in Margin Borrowing because of the severe over valuation of the Stock Market. In the event of severe market contraction the public may not be in a position to meet the Margin Call. Mr. Schmid had concealed this market risk warning and pretended that Credit Suisse Bank will soon invite me for setting up the Pension Trust. **Enclosed please**

find the two pages containing the Margin Lending warning of February 24, 2000 from New York Stock Exchange in the pages 11 & 12 of Exhibit 3. The conduct of Mr. Schmid was beyond a ordinary Bank criminal. He took my signature and filled in all sorts of Bank documents changing my Nationality to Indian (Exhibit 1, Page 4, and domicile in Germany and came up with all sorts of back dated Forms and contract as a champion of Felony. So the only Credit Suisse Bank document that was correctly filled in were at the Head Office on September 30, 1999. Even that was an illgal act as they confessed after three years. I was wandering why the credit Suisse Management waited for three years before unmasking the perfectly executed Banking Fraud scheme. The Sec's act of 1934 Section – 10 (b) prohibits any person using any manipulative or deceptive device or contrivance in connection with any securities transaction. Sec's Rule – 10 (b)-5 prohibits any person involved in any securities transaction from using any fraudulent device, scheme or artifice; making false or misleading statements; omitting material facts, or engaging in any fraudulent or deceitful acts, practice or course of business.

The Credit Suisse quality management means expert in Banking fraud and institutionalized racial disenfranchisement to perform in such way that within three years to siphon our Pension Fund as corporate gains. After three years Bank fraud destroyed by trust by disclosing the reckless truth of institutionalized system of fraudulent banking practice based on

racial disenfranchisement and criminal domination over our Pension savings of over 35 years of hard work. Credit Suisse Management took advantage of my partial disability due to Diabetes Complecations, and Macula degeneration which in the 2000 was acute and for which reason I was under going medical treatment in California but still my residence was in Netherlands where I am paying income tax and not in the U.S..

Credit Suisse Group (CSR) and Swiss American Securities, Inc. with ticker symbol (SASI) are member of the U.S. Stock Exchanges and therefore have the obligation to comply with the Sec's antifraud provisions of 1934 without any racial or cultural or ethnic discrimination Credit Suisse On line Brokerage division had used the custodian and trading services of the Defendant, Swiss American Securities Inc-SASI as exhibited in over 100 trading documents earning commissions from my bank account. Three years later You Trade had disclosed as a Domestic Broker they executed the in the New York Stock Exchange through SASI which is controlled 100% by the CSR. The Statement of Investment of October 18, 1999 from Bank Lau Corporation prove the investment value which Ms. Maria Zueger of You Trade took transfer in the illegal account created by her on September 30, 1999 in Zurich confirmed by the Head Office on the October 13, 1999. **Enclosed please find 4 pages of Bank Lau transfer of my Portfolio in Exhibit 1 documenting the above mentioned facts.** Normally a trading transaction paper of an On line Broker one can read the date and time a public customer transmit the order to the Broker

and also the date and time the On line Broker get the order executed. By You Trade I could only see the date and time You Trade or SASI executed the order in New York but they deliberately omitted to register the date and time I had placed my order giving the excuse that was a short coming of their computer software which is also a fraud. I had experienced that there were of $5.00/ - to $10.00/ - difference in each transaction always in favour of You Trade. As an example a You Trade Sales Staff or Investment Advisor who had resigned his job by You Trade told me that he had sold my 100 shares of Tele-Bras (Brazilian Telephone Company) shares for $117.00/ - per share but You Trade booked in my account one day back dated for $112.00/ - per share. Most of the communication is by phone so it is difficult to prove as the trading document did not register the date and time the order was transmitted to the Bank. This was a small on going fraud but transferring my Portfolio from Bank Lau Corporation to an illegal You Trade account was a sever and deliberate deceitful and misleading conduct. The unscrupulous systematic defrauding conduct of Mr. Schmid to deport my account from Zurich to a his village and producing all sorts of back dated bank documents by falsifying my nationality and other personal identity is violation of all rules of law in a civilized constitutional State. Therefore, all the bank documents prepared my Mr. Schmid are unlawful as he took advantage of the fact I could not have read the Bank papers in German due to firstly because of Macula Edema (Blurred vision) and due to a foreign language unlike the Bank documents from Bank Lau Corp. I did not sign any document willfully but through

Black Mailing Mr. Schmid got my signature on the falsified bank documents.

In July, 2000 our account value attained the targeted amount between 1.3 to 1.5 Million Swiss Franks. So, I made an appointment with my Investment Advisor by the Credit Suisse Bank to initiate the Pension Trust at a short notice. **Mr. Radin of Credit Suisse asked me to visit him and their Pension Trust Attorney on the July 28 2000 which can be proved by the two letter dated November 8, 2002 (XSMO 2/Dae/830) and dated November 26, 2002 (XSMO 2/D/Dae/830-2). Please refer to the Exhibit 4 with 20 pages.** In that meeting I had asked them should I not sell the Stocks in my investment Portfolio and transfer the $400.000/- Bonds to the newly to be formed Trust Account. I did not have direct access to the Stock Market. So, to sell the Stocks I wanted to know from the Investment Advisor, Mr. Radin who will place the sell orders to their You Trade Brokers who could only execute orders or will Mr. Radin as investment advisor would take initiative on that day. They told me that at first Mr. Radin must discuss all aspects of asset protection trust with me and only the Bank will set up the Trust Account and Mr. Radin will transfer the total investment Portfolio from You Trade Brokerage account to the Trust Account. Mr. Radin told me that we are in a Bull market and after the summer holidays we will have a surge in my Portfolio. I also told them that I and my son want an Asset Protection Trust as immigrants of a foreign race and origin. We have no one to help us in financial calamities or invalidity for which reason, I and my deceased wife wanted

some sort of financial safety net for the future. Like Mr. Schmid, Mr. Radin changed the subject and came up the useless subject of American Express Platinum Card which he has procured for me so that I can be invited by the Swiss High Society in all sorts of extravagant functions, in other words, he had refused to help me in setting up of the Trust Account. **I suppose that if Mr. Radin had acted with a good conscience, then he would have set up a lawful account and You Trade could have closed my illegal Brokerage account on July 28, 2000 and not prolong the wrongful act till end of 2002.**

If I did not have enough money and God's Blessing that my mother in California had arranged medical treatment for my Diabetes Complications to treat my eye sight degeneration; I would have lost my vision totally. I also informed Mr. Radin that IRS office in California told me that only after I permanently live in California will they issue an IRS Card for me like they did nor my other family members. The deceptive fact was that I had traveled all the way to Credit Suisse Bank finally to set up the Pension Trust which I was told for the reason of asset protection will be formed only by Credit Suisse Trust in Switzerland and not in overseas countries. Strangely enough on that day Mr. Radin had directed me to their U.S. Tax Expert who software which is also a fraud. I had experienced that there were differences of $5.00/ - to $10.00/ - difference in each transaction always in favour of You Trade. As an example a You Trade Sales Staff or Investment Advisor who had resigned his job by You Trade told me that he had sold my

1000 shares of Tele-Bras (Brazilian Telephone Company) shares for $117.00/ - per share but You Trade booked in my account one day back dated for $112.00/ - per share. Most of the communication was by phone or internet so it is difficult to prove as the trading document did not register the date and time the other was transmitted to the Bank. This was on going fraud but transferring my Portfolio from Bank Lau Corporation to an illegal You Trade account was a sever and deliberate deceitful and misleading conduct. The unscrupulous systematic defrauding conduct of Mr. Mr. Schmid to deport my account from Zurich to his village and producing all sorts of back dated bank documents by falsifying my nationality and other personal identity is violation of all rules of law in a civilized constitutional State. Therefore, all the bank documents prepared by Mr. Schmid are unlawful as he took advantage of the fact I could not read have read the Bank papers in German due to firstly because of Macula Edema (Blurred vision) and due to a foreign language unlike the Bank documents from Lau Corp.. I did not sign any document willfully but through Black Mailing Mr. Schmid got my signatures on unlawfully presented Credit Suisse Account Opening Forms in their native language for the Domestic Swiss customers.

In July, 2000 our account value attained the targeted amount between 1.3 to 1.5 Million Swiss Franks. So I made an appointment with my Investment Advisor, Mr. Goran Radin by the Credit Suisse Bank to install (set up) the Pension Trust at a short notice. **Mr. Radin of Credit Suisse asked me to meet him and their Pension Trust**

Attorney on the July 28, 2000 which can be proved by the two letters dated November 8, 2002 (XSMO 2/Dae/830) and dated November 26, 2002 (XSMO 2/Dae/830-2). Please refer to the Exhibit 4 with 20 pages. In that meeting I had asked them should I not sell the Stocks in my investment Portfolio and transfer the $400.000/ - Bonds to the newly to be formed Trust Account. I did not have direct access to the Sock Market. So to see the Stocks I wanted to know from the Investment Advisor, Mr. Radin who will place the sell orders to their You Trade Brokers who could only execute he had refused with the pretension of U.S. Tax Laws imposed on our savings administrated by my deceased wife. Once I or any of my family member enjoy income out of the Pension Trust then that will be displayed in our income tax forms. I am living in Europe ever since 1961 and I have been paying high income taxes to the State where I have held my domicile. I never have worked or lived in the U.S. but I have over a few dozens of relatives who are working and living in the U.S. for more than 30 years and they are all paying taxes to IRS. Just writing a bunch of lies prepared by Bank Attorneys will not change the facts of this preempted and deliberate Banking Fraud. I was with an English speaking Bank Lau Corporation and it was Credit Suisse Bank's Unscrupulous Sales Staff who had lured me in that bank. Bank Lau Corporation is a Bank in CSR group so the Bank's sales staff could have had all the information regarding my Domicile; nationality; language of communication; the objective of our investment and the pretended problem posed regarding U.S. taxation. I had some problem of

unauthorized trading with the Bank Lau so I intended to transfer our account to HSBC bank which was jeopardized by a bunch of false promises by Credit Suisse Bank. I am confident that our family objective to set up a Pension Trust would have been successful already in July and August, 2000 as HSBC Bank was not a part of Holocaust Banking accomplice. All the transactions that took place ever since October, 1999 were and are unlawful I therefore I have every right to claim compensatory damage for pervasive destruction of our Pension Savings and punitive damage based on the Sec's antifraud, rules of law as also common law for fraud and breach of contract in New York State. **Defendants have violated the FTC Act 5 (15 U.S.C. Section 45) and New York State Laws for fraud and breach of contract. The Defendants have constantly violated New York State's Business laws Sections 349 and 350 as also Martin Act, Margin Lending imposes Lenders Liability as the Defendants were money lender as also broker; refer to the verdict of the New York District Court – Scott v. Dime Savings Bank of New York; Lexis 4009 of March, 1995 and mended May, 1995.**

The pretension posed to me by the Credit Suisse Bank that I need about one and a half Million Swiss Franks to set up a Pension in Switzerland was a creative lie to procure and thereafter destroy our hard earned saving proves by the choice of the Password (Pfeiffen) through forceful detention of our money till the Stock Market crashes. This was the reason that Mr. Radin who gave me an appointment to set up the Pension Trust

on July 28, 2000 but then as a white color criminal had refused to act effectively to set up a Trust Account in their Bank. Credit Suisse Management was aware of these facts that the You Trade Account was an illegal account set up so by seeing up a new Trust Account the criminal conduct of the Bank could have been rectified already in July 2000 and by deliberately prolonging the to maintain my You Trade account till November, 2002 just prove the execution of a of Banking Fraud Scheme. The letter of You Trade had sent me the account confirmation letter and made me sign transfer of my investment Portfolio from Bank Lau Corp to Defendants Bank. Due to the scope of providing financial services through inter-active Internet communication Swiss Banks are invading the forums of reign States jurisdiction through the use of English language and victimizing alien Pensioned persons like myself to enrich their community through ill gained money like my case. **I Sincerely Request the kindness of the High Office of the United State District Court to remedy the damage cause by this deliberate Banking Fraud by granding me one Million Dollar compensatory damage and 7.0% interest (that was getting on the triple A Bonds) since July, 2000. I think to set an example for all Banks a severe punitive fine would not be improper as Defendants has misused their boundless financial and human resources to bring poverty and disease to my life, which is very unjust as we have done no wrong to the Defendants or to their community.The Banks in the city of** Zurich is sitting on over three Trillion Dollars legal and illegal money from multi Billionaires from all over

the world so I request Credit Suisse to execute their expert acrobatics to those who had earned their money through Drug trading or in other criminal way. **The Exhibit 4 with 20 pages will prove our account value as of July 27, 2000.** As an alien Minority and I expect that U.S. Judiciary to demonstrate wisdom and tolerance to verdict a resolution against criminal domination and confiscation of our Pension Saving by a Goliath Swiss Bank to Protect Human Rights and Human Liberty and Dignity as fundamental virtues of a civilized human society. I promise in the form of affidavit that my pleading as a statement of claim and evidences prove the truth of this subject matter. My sincere thanks to the officials of the United States District Court in the city of New York Eastern District.

Your Most Honorable
Dulal Kanti Ganguly
Vondellaan – 31
6961 XD Eerbeek; Netherlands

Enclosures:

1) Exhibit 1 with 18 pages.
Proving my You Trade Application on September 30, 1999 will fraud disculture by You Trade on October 03, 2002. In front of each German document is the legal English translation.

2). Exhibit 2 with 11 pages.
Proving false advertisement by the Bank and You Trade confirmation letter of October 13, 1999.

3) Exhibit 3 with 12 pages.
Mr. Patrick Schmid first advise of October 28, 1999 and back dated Margin Contracts of March 09, 2000.

4) Exhibit 4 with 20 pages.
Prove of my visit to meet Mr. Radin to open the Pension Trust Account on July 28, 2000 which has been confirmed by the Credit Suisse Head Office in November, 2002.

Total Pages: - Pleading 14 Pages + Exhibits 61 = 75 pages.

March 28, 2007

To The Clerk of The United States Court of Appeals
For The Second Circuit in New York
Thurgood Marshall, U.S. Court House; Folly Square
40 Center Street, New York – NY – 10007; U.S.A.

Civil Docket Number – 05-4351-cv by Court of Appeals
Civil Docket Number – 05-cv-3099 by The U.S. District Court SDNY

Appellant – Dulal Kanti Ganguly with permanent resident of Vondellaa – 31
6961XD Eerbeek
Netherlands

VS

Appealees – Swiss American Securities Inc.
12 East, 49 Street, New York, NY. 10001

and

Credit Suisse Group Private Banking
12 East, 49 Street, 48 Floor, New York – NY. 10017

Dear Madam/Dear Sir,
this is an addendum to my Appeal Script as an Elderly person living on a very low Pension with Diabetes Complications and Hypertension and also Prostate Cancer. I am a lonely immigrant from South Asia living in isolation in a closed Apartheid Society; after the death of my German wife in 1988.

If she was alive today then I am sure we would have got the help of the German Government to assist in this criminal expropriation. The Elder Justice Act of 2006 amends the Social Security act by adding the new title – XXII to defend Elderly person like me from Abuse, Neglect and Financial Exploitation by financial institutions and other foreign Public Service providers which include the employees of the Judiciary. According to the Sixth Amendment of the U.S. Constitution I have the guaranteed right to a Speedy and Fair Jury trial as requested in my fourteen pages of Indictment Letter filed on the March 23, 2005; which was bluntly denied by the Court. Amendment Seven of the U.S. Constitution guarantees victims a fair and independent Trial by Jury where the expropriated amount of money is substantial. I therefore, consider my case to be certworthy as I have been denied of my constitutional rights; based on the Amendment Seven of the U.S. Constitution and Amendment Six the Right to a Speedy Jury Trial as an Elderly victim of greed propelled confiscation through illegal Bank Account opening by the Defendants. Enclosed refer to the two pages of the Docket sheets which had inserted the following errors.

1) In my indictment letter, I had demanded one Million Dollar with 7% compound interest and an adequate amount as compensation for nearly ten years of deprivation as a Retired person. Unfortunately the biased Court employees have arbitrarily reduced the claim to Two Thousand Dollars.

2) A Banking fraud has nothing to do with a 440 Civil Right Claim or violation as that will amount to

miscarriage of Justice by the Judiciary. Also, the fact that Elderly abuse, neglect and financial exploitation is a Felony, Sec.2201; and also a Tort Claim, which now has been added to the Social Security Act 42 U.S.C. 3010 to prevent and combat Elder abuse, neglect, and financial exploitation. This Elder Justice Act HR 4993 Sec.2201 will also justify my claims stated in this indictment letter as addendum to my Appeal script. Elder Justice Act require coordinated response from Health Care and Federal Law Enforcement authority to take prompt, effective and adequate actions against the perpetrators of Elder abuse, neglect and financial exploitation as this is a criminal offense according to the criminal Justice Act of 2006. Retired Victim like me have also a Tort claim based on Sec.101 Amendment to the Social Security Act 42 U.S.C. 301 et seq is amended by adding the title XXII to the Elder Justice Act in 2006. The Swiss American Securities Inc. and their parent company Credit Suisse Group had made illegal use of their Inter Net Financial Services which had only Jurisdiction in their own country operating in the German Language based on their Domestic Rules of Law which is a violation of the International Laws and in violation of Elder Justice Act. Their operation beyond their Domestic Jurisdiction had the purpose of illegally having control over foreign Assets of the Elderly people of foreign origin and race; like myself. The Elder Justice Act HR. 4993, Sec.2201 will protect and also reclaim the criminally gained Assets of the Pensioned Elderly like myself. The Credit Suisse Group and their U.S. subsidiary simultaneously misinterpreted and misconduct by illegally opening an Inter Net Bank account and

taking transfer of our savings to enrich their Corporations. I never lived or worked or hold the Swiss nationality. I am born on the November 10, 1939 in South Asia and after completing my B.Sc. studies I came to Germany in 1961, to work with the Siemens Corporation in the product research and development. There I came to know my deceased German wife, with whom I have had two children. Unfortunately, in 1973, my beautiful daughter died of untreated leukemia in the Netherlands, due to the lack of effective and adequate Medical Care. A proper treatment in the U.S. was possible by bone marrow transplantation. But, we did not have enough money to finance the treatment with our financial means. This was more the reason I and my deceased wife had saved every Dollar for future Medical needs as also to supplement the very low Pensions in this Kingdom. Without the hard earned Pension Scheme of my deceased wife; I get the German Widower Pension; without which survival would have been impossible. This back ground is important to make criminal Perpetrators realize that after a life time hard work and a tragic life in solitude in foreign soil I have no reason to get me cheated and by greed propelled foreign Bankers and corrupt agencies as collaborators of the Perpetrators. I shall welcome your kind conformation of this addendum script. I am also Mailing two copies to the Defendants address in New York like in the past. One original and four copies are enclosed herewith. My sincere thanks to your High Office.

Your Most Honourable,
D.K. Ganguly
/s/

83

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No. 07-549

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SUPREME COURT, U.S.

In The Supreme Court of the United States

DULAL KANTI GANGULY,

Petitioner,

v.

**SWISS AMERICAN SECURITIES, INC.;
CREDIT SUISSE GROUP/PRIVATE BANKING, INC.;
CREDIT SUISSE GROUPE/PRIVATE BANKING, INC.,**

Respondents.

**ON PETITION FOR WRIT OF CERTIORARI
TO THE UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT**

PETITION FOR REHEARING

**Dulal K. Ganguly
Vondellaan 31
NL-6961XD Eerbeek
The Netherlands
+316 2660 7188**

Pro Se Petitioner

THE LEX GROUP[DC] ♦ 1750 K Street N.W. ♦ Suite 475 ♦ Washington, DC 20006
(202) 955-0001 ♦ (800) 815-3791 ♦ Fax: (202) 955-0022 ♦ www.thelexgroupdc.com

On the January 24, 2008 I have received the response from the Clerk of the Supreme Court of the United States of America with just one sentence, the Petition for the Writ Of Certiorari has been denied, written in their letter dated January 07, 2008, Mailed with insufficient Postage Stamps on the envelope. Enclosed please find a copy of the envelope and the letter therein. On the January 25, 2008 I have informed Mr. Clayton Higgens about this over two weeks of Mailing delay. He advised me to make a Petition for a Motion for Rehearing out of time and to pay the Rehearing Fee of $200/-Dollars. Now, it is for me impossible to comprehend that when my request for a Jury trial based on the U.S. Constitutional Amendment Seven has been denied by the race biased Judge selected by the Judicial Staff administrating my legal file at the U.S. District Court for the Southern District of New. Annotation of Amendment Seven – In Suits at common law, where the value in controversy shall exceed twenty Dollars, the right of trial by jury shall be preserved, and no fact tried by a jury, shall be otherwise reexamined in any court of the United States, than according to the rules of the common law. The prejudiced and corrupt judge of the District Court was also appointed by the Judicial Staff to deal with my complaint and to dismiss my complaint at the Court of Appeals for the Second Circuit due to the lack of merit. This prejudiced Judge found all the merits in the letter of October 03, 2002, of Credit Suisse. In their letter the management of Youtrade states that for legal reasons Youtrade being the on line- Broker of the Credit Suisse, it is not allowed to enter or to conduct business relationships with customers who are resident of the Netherlands. To

disclose this concealed fraudulent misrepresentation it took the Credit Suisse Bank more than three years. The truth in this matter is the Credit Suisse Staff took my Netherlands Passport to fill in their Youtrade Application Form on the September 30, 1999. Then I realized that I was a victim of Banking Fraud as the Credit Suisse had opened a concealed Margin Account called Youtrade account for me and ordered Bank Lau to transfer my total asset to the illegal Youtrade account opened by Credit Suisse in Zurich. Credit Suisse as a Money lender and also was my Inter Net Broker for Youtrade. Therefore, Credit Suisse Group was in violation of Margin Lending Contract carrying the Lenders Liability. Please refer to the Margin Lending case in New York, U.S. District Court – Scott v Dime Savings Bank LEXIS 4009 of March 31, 1995 and amended on May 15, 2995. In this case due to Lenders Liability was due to the fact that Dime saving Bank operated as a Money Lender as also Broker. Credit Suisse Group had operated similarly by Lending Margin Loan above the money lending contract.

Here is a vivid example of Suisse Banking practice of abusing and financially exploiting Retired Senior persons of foreign origin and culture; which is against the Elderly Justice Act, HR 4993, Sec.2201. Fraudulently opening a Youtrade Bank account and ordering the transfer of my financial assets from Bank Lau to Youtrade account the Credit Suisse Bank had committed a Felony, Credit Suisse had deliberately refrained to disclose the dormant risk in their Inter Net Margin account by anticipating the criminal confiscation of my Pension assets. The letters of Credit Suisse dated November 08, 2002

XSMQ 2/ Dae830 and their letter of November 11, 2002 with the same reference number; these three pages are being enclosed. I had visited Credit Suisse on the July 28, 2000 and not on 2002 when my account value had reached over one Million Swiss Franks to set up a Pension Trust as was promised by the Management of Credit Suisse. But, as because was an illegally opened Bank account Credit Suisse cut of all communication and had refused to meet me. Most probably this is how Credit Suisse exploit Elderly Seniors like me. My question to the Swiss American securities which was holding my total financial assets in custody ever since October, 1999 also did not disclose that Credit Suisse Bank had opened a Fake Youtrade account for me for the purpose of confiscating my assets held by the Bank Lau in Zurich, in Switzerland. My claim is based on common law principles of fraudulent misrepresentation and of Lenders Liability of Credit Suisse Bank for opening a concealed Margin Account for installing a Pension Trust for generating a regular Pension income for me. Please find enclosed the Bank financial statements in their national language and the English translation by certified German Court translator. The two letters of Credit Suisse October 23, 2002 and November 11, 2002 with English translation, which was the basis of my request for setting up of Pension Trust.

Honorable Madam and Sir,

I, Dulal Kanti Ganguly, born on the November 10, 1939 in INDIA CONFIRM that my Petition for Rehearing as also the Petition for the Writ of Certiorari was made in good faith and Mailed to your High Office to be sure that this Petition is a complete and independent entity as the legal means of last resource. I can justify my complaint as a victim of Elderly abuse and financial exploitation by the Credit Suisse Group as money lender and also broker which is against the Elderly Justice Act. This is my statement in good faith and honesty.

Your Most Honorable

D. K. Ganguly

Dulal Kanti Ganguly
Vondellaan – 31
6961 XD Eerbeek
Netherlands